

Colburn v. Colburn, 265 Md. 468 (1972) is another case standing for the principle that a tenant is entitled to contribution from a co-tenant for obligations as taxes, insurance premiums, liens and encumbrances paid by the tenant. The Court stated citing Schilback v. Schilback, 171 Md. 405 (1937):

"The statement is made in Schilback that:

"When one coparcener pays obligations such as taxes, insurance and ordinary repairs, which may be regarded as carrying charges, he does not have recourse against the other for contribution without an agreement from the other to pay. \*\*\*." (Emphasis supplied) 171 Md. at 408.

However, we do not understand Hogan, or the prevailing majority view, to require that a co-owner consent to the payment of taxes or reasonable insurance premiums before an obligation to contribute to the costs thereof attaches. See 48 A.L.R. 586; 136 A.L.R. 1022; and 2 Tiffany Real Property, §460 (3rd ed. 1939). As to the propriety of deducting reasonable insurance premiums, see 27 A.L.R. 255; 51 A.L.R. 2d 468; and 20 Am.Jur.2d, Cotenancy and Joint Ownership, § 52; and cf. Masterman v. Masterman, 129 Md. 167, 98 A. 537 (1916)

Mrs. Colburn contends that to allow a deduction for taxes and insurance premiums on the home would be an inequitable result, as she receives no benefit from the property. We think, however, that this contention ignores the fact that she possesses an interest in the property which is protected from loss by the payment of the taxes and insurance premiums. The fact that she currently is not enjoying the use of the property or receiving other value from it, is not due to her having been ousted, but rather her unwillingness thus far to pursue her rights in the property."

See also Pino vs. Clay, 251 Md. 454 (1968); Aiello vs. Aiello, 268 Md. 513 (1973); and Meyers vs. Loan & Sav. Assn., 139 Md. 607 for the principle that when one tenant pays a mortgage or other encumbrance upon common property, he is entitled to contribution from his co-tenants to the extent to which he has paid their share, it is entitled to an equitable lien for the amount due him. See also, M.L.E. Partition, Sec. 53 and M.L.E. Tenancy in Common, Sec. 16.

#### Conclusion

It is respectfully submitted that this Honorable Court declare a lien upon the interest of Nancy Winpigler in Lot 2 and Lot 18 for the expenditures made by Charles M. Shoemaker for the